



Pre-Treatment Terms and Conditions

These Terms and Conditions provide more details on how we will provide your Treatment Services, including how the agreement is formed, payment, cancellations, refunds, and other important information relating to your fertility treatment. By making payment for, or beginning any part of, the Treatment Services, you confirm that you have read, understood, and agree to these Terms and Conditions.

These Terms and Conditions apply to Treatment Services only and should be read together with your Costed Treatment Plan, applicable consent forms, and any other information we provide to you in connection with your treatment.

We encourage you to read this document thoroughly and contact us with any questions. We reserve the right to amend these Terms and Conditions from time to time.

Please be aware that no fertility treatment provider can guarantee a successful outcome or the absence of complications. While we will always aim to provide treatment with reasonable care and skill, we cannot assure that any fertility treatment will result in pregnancy or be free from complications.

You can access these terms at any time at www.ariafertility.co.uk/our-legal-terms/

1. Information About Us and How to Contact Us

1.1 Who we are

We are Juno Healthcare Partners Limited (trading as 'Aria'), a company incorporated and registered in England and Wales.

- Company registration number: 12400828
- Registered office: 8 Welbeck Way, London, W1G 9YL

1.2 How to contact us

You may contact us by

- Email: admin@ariafertility.co.uk
- Telephone: As listed on our website
- Online form: Available on our website

1.3 How we may contact you

We will contact you via telephone, text message, email, or post using the details provided by you when booking. Separate contact details must be supplied for each individual accessing services, including partners.

1.4 Keeping us up to date

You are responsible for ensuring that all contact details (email, postal address, phone number) for yourself and anyone on whose behalf you are acting are current. If the last email address provided is invalid or cannot receive messages, our sending the email will still constitute effective notice.

1.5 "Writing" includes emails and text messages. When we use the words "writing" or "written" in these terms, this includes emails and texts.

1.6 Definitions

In these Terms and Conditions, the following words have the meanings set out below:

Aria / we / us / our means Juno Healthcare Partners Limited (company registration number 12400828), trading as Aria.

Aria Price List means our current price list, available on our website and updated from time to time.

Costed Treatment Plan means the written treatment plan we provide to you before treatment begins, which sets out the Treatment Services, what is included and excluded, and the applicable fees.

Cryostorage means the freezing and storage of eggs, sperm or embryos in our licensed facilities.



HFEA means the Human Fertilisation and Embryology Authority.

Services means the Treatment Services and any other services we provide to you under these Terms and Conditions, including related clinical, laboratory, administrative and cryostorage services.

Staff means employees, contractors, clinicians.

Treatment Cycle means a single cycle of fertility treatment, as described in your Costed Treatment Plan.

Treatment Fees means the fees payable for the Treatment Services, as set out in your Costed Treatment Plan and the Aria Price List.

Treatment Services means the fertility treatment services we agree to provide to you, as set out in your Costed Treatment Plan.

You / your means the individual or individuals receiving treatment or services under these Terms and Conditions.

2. What You Can Expect From Us

2.1 Before treatment begins, we will provide:

- 2.1.1 A fully Costed Treatment Plan, detailing included services, excluded services and additional potential costs.
- 2.1.2 A clear breakdown of fees, including medication, investigations and optional add-on services.
- 2.1.3 Your treatment protocol, outlining the clinical pathway agreed with your clinician.
- 2.1.4 Information about your clinical team and how we will deliver your care.

We will provide this information in good time to allow you to make an informed decision.

3. Pre-Treatment Requirements

These requirements must be met for treatment to begin.

3.1 Provision of Medical Information

- 3.1.1 You must provide us with and keep us informed of any changes to:
 - All relevant personal and contact information;
 - Medical history;
 - Your travel history and/or country of origin where this may impact our ability to provide the Services, including travel to countries where Zika virus is prevalent or origin from regions where HTLV-1 or HTLV-2 is a recognised risk;
 - Infectious blood screening results (HIV, Hepatitis B surface antigen, Hepatitis B core Antibody & Hepatitis C).
- 3.1.2 Where your travel history, country of origin, or related disclosures indicate a potential risk of infection (including but not limited to Zika virus or HTLV-1/2), additional screening, investigations or waiting periods may be required before treatment can commence. Any such requirements may result in treatment delay and/or additional costs, which are not included in your treatment fees.
- 3.1.3 If you do not or cannot provide us with the information we need as described above we may not be able to provide the Services to you and you may be subject to a cancellation charge. We will not be responsible for providing the Services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it. The same applies if we discover that the information you have provided is incorrect or misleading.
- 3.1.4 You must inform us without delay of any change in your personal circumstances that may be relevant to your treatment and/or to the consent given by you or a partner or any other person on whose behalf you are accessing these services.
- 3.1.5 You must inform us of any change in your address and/or contact details. If we are unable to contact you in order to take your instructions and/or seek payment we may not be able to provide you with Services.



3.2 Payment of Treatment Fees

3.2.1 Website and Aria Price List

3.2.1.1 Our Website and the Aria Price List, which is available from our Website, include clear information about our Costs. The detailed Costs for Treatments which you will pay are set out in the Costed Treatment Plan which you will be given before entering into a contract with us for the Treatment Services.

3.2.2 Additional costs

3.2.2.1 Information as to any additional tests, treatments, medication or other services that may become necessary, such as pregnancy scans/blood tests, pregnancy medication, embryo freezing and storage, and any other additional fees will be made available to you before you confirm that you wish to proceed with the relevant Treatment Services.

3.2.3 Price Estimates and Changes to Costs

3.2.3.1 We will provide you with a Costed Treatment Plan which will be valid for 8 weeks from the date of issue. If you decide to enter into a contract at any time during this 8 week period, you will pay the prices as set out on the Costed Treatment Plan. If you decide to enter into a contract with us at any point after the 8 week period from the date of issue, we will provide you with an updated Costed Treatment Plan, which will be re-calculated at the current pricing at that time.

3.2.4 When you must pay and how you must pay

3.2.4.1 You must make an advance payment of 100% of the price of the Treatment Services in accordance with these terms except for certain additional services where you will be required to make payment once they have been provided. We reserve the right to cancel any Services if payment has not been received.

3.2.4.2 Costs for Medication, blood tests, intravenous sedation anaesthesia, additional scans, other laboratory tests and additional procedures can vary depending on your clinical need and your response to treatment but will be confirmed before you proceed with any Services.

3.2.4.3 Medication and consumables are not returnable or refundable once dispensed.

3.2.4.4 Services are not refundable once performed and are otherwise subject to our terms relating to refunds and cancellations.

3.2.4.5 We accept payment by debit card, credit card and bank transfers. We do not accept cash, cheques or American Express (Amex).

3.2.4.6 Any treatment packages must be agreed and paid for before treatment commences.

3.2.4.7 If you opt for a multicycle package, you are entitled to a maximum of two or three cycles, however, once a clinical pregnancy (foetal heartbeat) is present, you will not be entitled to further cycles within this package and you will not receive a refund for the remainder of the package.

3.2.5 Completion of Payment

3.2.5.1 Once you have paid for your selected treatment, you will be considered to have entered into a contract with us having been provided with a fully Costed Treatment Plan. You will then be eligible to proceed with the Treatment Services.

3.3 Diagnostic Tests

3.3.1 In accordance with HFEA requirements for infectious disease screening, the following diagnostic tests must be completed before treatment can begin:

- HIV 1 & 2
- Hepatitis B (surface antigen and core antibody)
- Hepatitis C antibody



These tests are mandatory for all patients undergoing fertility treatment involving the collection of egg or sperm.

3.3.2 HFEA required timeframes for screening:

- 3.3.2.1 Infectious disease screening must be completed within 3 months before the day eggs or sperm are collected for treatment.
- 3.3.2.2 If a repeat cycle is taking place and eggs or sperm have been previously collected, infectious disease screening must have been completed within 2 years of the date the gametes were originally collected for these to be valid for the subsequent cycle.

3.3.3 If screening results are out of date, missing or incomplete, repeat testing will be required before treatment can proceed.

3.3.4 Additional diagnostic tests may also be required based on your medical history or clinical assessment.

3.3.5 All tests are charged in accordance with the Aria Price List.

3.4 Consent

3.4.1 You must complete all required HFEA consent forms before treatment can begin. These consent forms are a legal requirement under the Human Fertilisation and Embryology Act and the HFEA Code of Practice. We cannot proceed with any treatment involving your eggs, sperm, embryos or donated gametes unless all required consents have been fully completed, signed, and verified.

3.4.2 Why HFEA consent is important:

- 3.4.2.1 HFEA consents ensure that you understand and agree to how your eggs, sperm or embryos may be used.
- 3.4.2.2 They provide legal clarity about parenthood, storage, donation, and future use of embryos.
- 3.4.2.3 They protect your rights and ensure that you have control over your reproductive material.

3.4.3 Your responsibilities:

- 3.4.3.1 You must read each consent form carefully and ensure you fully understand the implications before signing.
- 3.4.3.2 If anything is unclear, you should contact the clinic for clarification before providing consent.
- 3.4.3.3 You must ensure the information you provide on the forms is complete and accurate.

3.4.4 Withdrawal and amendment of consent:

- 3.4.4.1 You may withdraw or amend your consent at any time, up until the point your gametes or embryos are used in treatment.
- 3.4.4.2 Withdrawal or amendment must be provided in writing.
- 3.4.4.3 If consent is withdrawn, treatment cannot proceed.
- 3.4.4.4 If embryos are in storage, withdrawal of consent may affect continued storage and potential future use.
- 3.4.4.5 Both partners must maintain their consent for embryos created together to be used.

3.4.5 Resubmitting consents:

- 3.4.5.1 Please note that we may ask you to resubmit Consent Forms for Treatment if there is a significant time period between Treatments.

3.4.6 Failure to provide consent:

- 3.4.6.1 If you do not complete the required HFEA consent forms, or if consent is withdrawn or becomes invalid, we cannot legally proceed with treatment until new valid consents are provided.

3.5 Intracytoplasmic Sperm Injection (ICSI) and Rescue ICSI

3.5.1 Use of ICSI During IVF Treatment

- 3.5.1.1 As part of an In Vitro Fertilisation (IVF) treatment cycle, sperm quality is assessed on the day of egg collection. If sperm quality is found to be suboptimal, Intracytoplasmic Sperm Injection (ICSI) may be recommended by our clinical team as the most appropriate method of fertilisation. ICSI involves the direct injection of a single sperm into each mature egg to facilitate fertilisation.
- 3.5.1.2 The decision to use ICSI will be made by our medical team based on clinical assessment on the day of egg collection. Where ICSI is recommended, this will be discussed with you and additional charges will apply, in accordance with the Aria Price List. These charges must be paid in line with our payment policies.
- 3.5.1.3 By proceeding with IVF treatment at Aria, you acknowledge and accept that ICSI may be clinically required and agree to the associated costs if ICSI is used.

3.5.2 Rescue ICSI

- 3.5.2.1 In certain circumstances, where there is a complete failure of fertilisation or extremely poor fertilisation following standard IVF insemination, Rescue ICSI may be considered as an additional procedure to enhance the chance of achieving fertilisation.
- 3.5.2.2 Rescue ICSI may be recommended by our medical team based on the specific clinical circumstances. The procedure involves the direct injection of a single sperm into each mature egg that did not fertilise following the initial IVF attempt.
- 3.5.2.3 Where Rescue ICSI is undertaken and fertilisation is successful, any embryos created will be frozen, and embryo transfer will take place in a future frozen embryo transfer (FET) cycle.

3.5.3 Communication and Consent

- 3.5.3.1 Prior to commencing IVF treatment, you will be informed about the potential need for ICSI or Rescue ICSI as part of your treatment pathway. If ICSI or Rescue ICSI becomes necessary, our medical team will inform you as soon as reasonably possible and explain the procedure and treatment implications.
- 3.5.3.2 Consent for the use of ICSI or Rescue ICSI will be obtained as part of your treatment agreement and HFEA consent process.

3.5.4 Additional Costs

- 3.5.4.1 If Rescue ICSI is required, additional charges will apply because this involves further laboratory procedures and future treatment. These charges apply over and above the fees paid for your IVF cycle and include:
- The ICSI fee, as set out in the Aria Price List;
 - Embryo freezing and ongoing cryostorage fees, as set out in the Aria Price List;
 - A Frozen Embryo Transfer (FET) cycle, including thawing of embryos created through Rescue ICSI, charged in accordance with the Aria Price List.
- 3.5.4.2 These charges must be settled in accordance with our payment policies.
- 3.5.4.3 By proceeding with IVF treatment at Aria, you also acknowledge and accept the potential need for Rescue ICSI and agree to the associated procedures and costs.

4. Starting, Changing or Ending Treatment

4.1 Entering Into a Treatment Contract

- 4.1.1 You enter into a treatment contract with us when you book treatment with us at a distance (for example, online, by email or by telephone) and any one of the following occurs:
- 4.1.1.1 You have made any payment towards your Costed Treatment Plan; or



- 4.1.1.2 We begin providing any part of the Treatment Services, including (but not limited to) nurse consultation or monitoring appointments, scans, blood tests, medication dispensing, laboratory preparation, or the commencement of ovarian stimulation as instructed by your clinician.
- 4.1.2 Once any of these events occurs, a legally binding treatment contract is formed between you and us. At that point:
 - 4.1.2.1 we begin allocating clinical time, laboratory resources, medication, treatment planning and staff availability on your behalf; and
you become responsible for the cost of the Treatment Services in accordance with your Costed Treatment Plan and the refund terms set out in Section 5.
- 4.1.3 Failure to complete HFEA consent forms does not prevent a treatment contract from being formed, nor does it remove your obligation to pay for Treatment Services once payment has been made or treatment activity has begun.
- 4.1.4 HFEA consents must still be completed before certain clinical or laboratory procedures can take place. However, the absence, delay or withdrawal of consent does not invalidate your contractual or financial responsibilities once the treatment contract has been formed.
- 4.2 Your 14-day cooling-off period
 - 4.2.1 When you book treatment with us, for example, by phone or email, you normally have the right to cancel your treatment contract within fourteen (14) days without giving a reason.
- 4.3 If your treatment starts within 14 days
 - 4.3.1 If you clearly ask us to start your Treatment Services during the 14-day cooling-off period, you are confirming that you want us to begin providing treatment during that time
 - 4.3.2 By making an express request for Treatment Services to begin during the 14-day cooling-off period, you confirm that:
 - 4.3.2.1 you have expressly requested that we begin providing Treatment Services before the end of the 14-day cooling-off period;
 - 4.3.2.2 the scheduling or booking of appointments alone does not constitute the start of Treatment Services; and you remain responsible for paying for any Treatment Services actually provided;
 - 4.3.2.3 once any part of the Treatment Services have been provided, you understand that your statutory right to cancel the treatment contract for a full refund ends, even if you are still within the 14-day period; and
 - 4.3.2.4 you remain responsible for paying for any Treatment Services already provided, as these services cannot be reversed once clinical care, medication dispensing or laboratory work has commenced.
 - 4.3.3 This waiver exists because Treatment Services involve clinical care, diagnostic testing, medication dispensing and laboratory processing, all of which require significant time, materials and resources and cannot be undone once started.
- 4.4 If you cancel before treatment starts
 - 4.4.1 If you cancel your treatment contract before any Treatment Services have started and within the 14-day cooling-off period, you will receive a full refund of the Treatment Fees paid.
 - 4.4.2 These cooling-off rights apply to the Treatment Services only and do not apply once Treatment Services have begun.
- 4.5 Withdrawal From Treatment (When We May End Treatment)
 - 4.5.1 There are certain circumstances where we may need to withdraw treatment or pause your treatment plan. Where possible, this will always be discussed with you first.
 - 4.5.2 Reasons include (but are not limited to):

4.5.2.1 Compliance Related Reasons

- You do not pay your treatment invoices on time, after reasonable notice.
- You do not sign required consent forms or withhold essential clinical information.
- You refuse to undergo clinically necessary tests or procedures.
- You display abusive, threatening or inappropriate behaviour towards staff.

4.5.2.2 Clinical reasons

- A doctor recommends that it is medically unsafe or unsuitable for you to continue treatment, including any medical complications or side effects that may result from treatment that has been or will be provided;
- A complication or health concern arises that affects your ability to proceed safely.
- You refuse to follow the recommended treatment plan or advice essential to safe treatment (e.g. ICSI when required, donor gametes when medically indicated, refusal to follow stimulation advice).

4.5.2.3 Operational or external reasons

- An unforeseen event or circumstance outside our control prevents, delays or restricts us from safely providing treatment and which remains in force for 90 days;

We will always aim to explain the reasons for withdrawal, the implications, and the options available to you.

4.6 Cancelling Your Treatment (After the Cooling-Off Period)

- 4.6.1 If you choose to cancel your treatment after the 14-day cooling-off period has ended, your refund will be calculated in accordance with Section 5 (Refunds and Cancellation Terms).
- 4.6.2 This includes treatment-stage specific rules depending on whether cancellation occurs before monitoring, during monitoring, before egg collection, after egg collection, or during embryo development.

5. Refunds and Cancellation Terms

- 5.1 Your entitlement to a refund depends on when you cancel and what Treatment Services have already been provided.
- 5.2 If you cancel or withdraw before any Treatment Services have been provided, you will receive a full refund of all Treatment Fees paid.
- 5.3 If you have received any part of the Treatment Services (for example, consultations, scans, monitoring appointments, clinical reviews or laboratory work), you will be required to pay for those services. Medication and blood tests are charged separately and are subject to their own refund terms, and any refund will be adjusted accordingly as set out below.
- 5.4 Blood tests
- 5.4.1 Refunds can only be given for any blood tests not carried out. Once blood is taken for a specific test no refund is due.
- 5.5 Medications
- 5.5.1 No refunds can be provided for Medications which have been dispensed. No Medication delivered through Healthnet Homecare / Stork can be returned to the clinic for a refund once received.
- 5.6 Withdrawal during treatment
- 5.6.1 This section explains how refunds are calculated if you decide to stop treatment, or if treatment needs to be stopped for clinical reasons, at different stages of your Treatment Cycle. Refunds depend on what stage treatment has reached and which services have already been provided. Please note that certain items, such as medication and blood tests are charged separately from the Treatment Fees and are subject to their own refund clauses.
- 5.6.2 Before monitoring begins
- 5.6.2.1 If you withdraw from treatment before monitoring has commenced, we will refund the Treatment Fees you have paid, less the cost of any Treatment Services (if any) that have already been provided. This may include, for



example, nurse consultations, treatment planning, administrative work, or any tests or investigations already carried out.

5.6.2.2 Any refund due will be calculated in accordance with the [Aria Price List](#), taking account of the stage reached and the services delivered.

5.6.3 During monitoring

5.6.3.1 If you withdraw, or if your clinician advises that treatment should be stopped for clinical or safety reasons, after monitoring has commenced but before insemination (IUI), egg collection (IVF/ICSI) or embryo thawing (FET), you will be charged for the services already provided up to that point. This may include monitoring scans, clinical reviews and related laboratory or administrative work.

5.6.3.2 Any refund due will be calculated in accordance with the [Aria Price List](#), taking account of the stage reached and the services delivered.

5.6.4 After monitoring

5.6.4.1 If you withdraw, or treatment is stopped for clinical reasons, after monitoring has been completed and after one of the following has taken place, refunds are generally limited because significant clinical and/or laboratory services will already have been delivered:

- egg collection has taken place (IVF/ICSI);
- embryo thawing has taken place (FET); or
- sperm has been prepared (IUI);

5.6.4.2 However, where specific partial refunds apply because a planned element of treatment, such as embryo transfer (IVF/ICSI/FET) or intrauterine insemination (IUI) could not be completed, any applicable refund will be the one set out in the [Aria Price List](#), and we will explain how this has been calculated.

5.6.5 You will not pay additional Treatment Fees if the cost of services provided is higher than the IUI, IVF/ICSI or FET discounted package fee cost.

5.7 IVF pathway specific refunds

5.7.1 IVF cycle - freeze all for OHSS & other medical reasons

If we decide, acting reasonably, in our clinical discretion and in accordance with applicable professional standards, that no embryo transfer can go ahead and all embryos need to be frozen for medical reasons the following will apply:

5.7.1.1 Embryo freeze provided at no additional cost

5.7.1.2 Monthly cryostorage fee will be charged from the date the embryos are frozen.

5.7.1.3 However, your first Frozen Embryo Transfer ("FET") will be free of charge, and you will only incur the additional medications cost associated with that first embryo transfer. This free of charge FET will only be available following the first egg collection where you develop OHSS and does not apply to any other reasons for treatment withdrawal.

5.8 Multicycle packages

For the purposes of multicycle treatment packages:

- a Treatment Cycle is deemed to have commenced once ovarian stimulation or equivalent clinical preparation has begun;
- a Treatment Cycle is deemed completed once egg collection or insemination has taken place, regardless of whether embryo transfer or embryo freezing occurs;
- no refunds are available for any Treatment Cycle that has been completed; and

5.8.1 All multicycle treatment packages must be paid in full before the first cycle is started and completed within 12 months from the first egg collection or Intrauterine insemination (IUI).

- 5.8.2 Multicycle treatment packages cannot be retrospectively upgraded once the first cycle has been completed.
- 5.8.3 The multicycle package is considered to have been completed when all egg collections or inseminations have been performed.
- 5.8.4 If a cycle is abandoned prior to the egg collection or insemination procedure, this will be omitted from the multicycle package and you will be charged for scans carried out. Blood tests and medication remain non-refundable.
- 5.8.5 For the avoidance of doubt, where no eggs are collected, fertilisation fails, or nothing suitable for freezing is obtained, the cycle will still be counted as completed within the multicycle package. No refund is available for multicycle packages that have progressed to the egg collection stage.
- 5.8.6 No refund will be offered if:
- a livebirth occurs after any of the cycles;
 - in the event that all cycles are unsuccessful; or
 - if multicycle treatment package is not completed within 12 months.
- 5.8.7 If there are clinical indications or you express a preference that you would like to extend the time frame of the multicycle package, this will be assessed on a case by case basis and you will not incur any extra costs if we agree to extend the time frame.
- 5.8.8 If you decide to opt out of the multicycle package, you will be charged for the cycles undertaken at the standard price list fees that apply at the time of treatment and refunded the remaining difference.

5.9 Payment of refunds

- 5.9.1 Where you have paid for the Services and you are entitled to a refund as described above, then at your option we will either issue a credit note or we will return the amount you are due in accordance with the following terms:
- 5.9.2 We will make the reimbursement without undue delay, and not later than 28 days after the day on which we are informed about your decision to cancel your Services; and
- 5.9.3 We will make the reimbursement using the same means of payment as you used for the initial transaction and, in any event, you will not incur any fees as a result of the reimbursement.

6. Cryostorage

Cryostorage refers to the freezing and storage of eggs, sperm and embryos in our licensed facilities. This section explains how storage fees work, how payments are collected, and under what circumstances stored samples may be disposed of. These terms apply to all patients who store gametes or embryos with Aria.

6.1 Cryostorage Fees and Payment

- 6.1.1 Cryostorage fees for frozen eggs, sperm and embryos are charged on a monthly recurring basis.
- 6.1.2 Payment is taken by direct debit, and when your samples first enter storage, you will receive an invitation to set up a direct debit mandate. You must complete this mandate promptly so payments can be collected without interruption.
- 6.1.3 Each type of sample held in storage is charged separately. For example, if you store both eggs and embryos, you will incur two separate monthly fees, and separate invoices will be issued.
- 6.1.4 Cryostorage fees will continue until all samples have been thawed or transferred out of Aria's storage facilities.
- 6.1.5 The current monthly cryostorage fees are listed in the [Aria Price List](#).
- 6.1.6 Aria reserves the right to amend cryostorage fees at any time; any changes will be communicated to you in advance.
- 6.1.7 For more information about cryostorage fees, please contact admin@ariafertility.co.uk

6.2 Non-Payment of Cryostorage Fees

- 6.2.1 If cryostorage fees are not paid:
- 6.2.1.1 We will attempt to contact you by telephone and email to request payment and confirm your intentions regarding continued storage.



- 6.2.1.2 If we do not receive a response, we will send a registered postal letter to the last address you provided. It is your responsibility to ensure your contact details are kept up to date.
- 6.2.1.3 If payment remains outstanding for 3 months after the due date, or if your legally consented storage period expires, Aria may proceed to lawfully dispose of your stored eggs, sperm or embryos.
- 6.2.1.4 Disposal will only occur after reasonable attempts have been made to contact you, in accordance with HFEA regulations.

6.3 Legal and Consent-Based Limits

- 6.3.1 Storage cannot continue beyond the period for which you have given valid and up-to-date consent under HFEA regulations. UK law requires that no gametes or embryos may remain in storage if consent has expired, is withdrawn, or cannot be verified.
- 6.3.2 We cannot extend or continue storage without valid consent, even if you wish to retain your samples or have not received our reminders, because doing so would breach HFEA legislation.
- 6.3.3 You must ensure that we always have your current postal address, email address and telephone number, in accordance with your consent and contact detail obligations. If your contact details change and you do not inform us, we may be unable to notify you that your consent is nearing expiry. If we cannot reach you to renew consent, your eggs, sperm or embryos must legally be discarded once your consent expires, regardless of your wishes or payment status.
- 6.3.4 You must comply with all relevant legal and regulatory requirements relating to storage and consent. If laws applicable to you prohibit the ongoing storage or use of samples, or if any circumstance arises that may affect your legal eligibility to store gametes or embryos, you must inform us immediately.

6.4 Joint Financial Responsibility

- 6.4.1 Unless we agree otherwise in writing, any person who has entered into a treatment or storage agreement with us remains financially responsible for cryostorage fees.
- 6.4.2 This means that:
 - 6.4.2.1 If you are freezing eggs or sperm on your own, you are solely responsible for all associated storage fees.
 - 6.4.2.2 If you are undergoing treatment with a partner and both of you have entered into the treatment contract, you and your partner are jointly and severally liable. This means we may seek payment from either one of you for any outstanding fees.
- 6.4.3 Responsibility for storage fees continues until all samples have been thawed, transferred to another licensed clinic, or lawfully discarded.

7. Our Commitments to You

We are committed to providing your treatment and all associated services with the highest standards of safety, professionalism, transparency and care. Our commitments include the following:

7.1 Reasonable Skill and Care

- 7.1.1 We will perform all Services with reasonable skill and care, using appropriately trained and competent members of our Staff. This includes clinical, nursing, embryology, administrative and support teams working within their professional scope of practice.

7.2 Qualified and Regulated Staff

- 7.2.1 We confirm that all medical, scientific and clinical Staff involved in your care:
 - 7.2.1.1 Hold all required qualifications, registrations and professional licences;
 - 7.2.1.2 Meet the standards set by their respective regulatory bodies (e.g., GMC, NMC, HCPC);



7.2.1.3 Work in compliance with the HFEA Code of Practice and all associated regulatory requirements.

7.3 Appointment Times and Continuity

7.3.1 We make every reasonable effort to ensure that appointments run to time and that, wherever possible, you see the same member of Staff for continuity of care. However:

7.3.1.1 We cannot guarantee that appointments will always run on schedule; and

7.3.1.2 We cannot guarantee that you will always see the same clinician, embryologist or nurse, as staffing may vary depending on clinical need, rota patterns, or unforeseen circumstances.

7.4 Accurate Information and Transparency

7.4.1 We want you to feel fully informed and confident about any treatment you choose to proceed with. Before and during your treatment, we will explain things clearly and in plain language, so you can make decisions that are right for you.

7.4.2 This includes providing clear information about:

7.4.2.1 What the proposed treatment involves and why it has been recommended;

7.4.2.2 The possible risks, benefits, alternative options and likely outcomes;

7.4.2.3 The costs of treatment, how and when payments are due, and how refunds work;

7.4.2.4 Any changes that may be needed to your treatment plan and the reasons for those changes.

7.4.3 All treatments are provided only with your informed consent. This means you will be given the opportunity to ask questions, consider your options, and understand the information provided before agreeing to proceed.

7.4.4 We will communicate honestly and in a timely way throughout your care, to support you in making informed choices at every stage of your treatment.

7.5 Facilities, Equipment and Safety

7.5.1 We will ensure that:

7.5.1.1 All equipment and facilities used in your care are suitable, well-maintained and compliant with regulatory standards;

7.5.1.2 Laboratory and clinical environments meet HFEA licensing requirements;

7.5.1.3 Infection control, safeguarding and risk-management procedures are strictly followed.

7.6 Respect, Dignity and Confidentiality

7.6.1 You will be treated with dignity, respect and compassion at all times. We will protect your privacy and confidentiality in accordance with UK data protection law, the HFEA Code of Practice and our Privacy Policy.

7.7 Acting in Your Best Interests

7.7.1 We will only recommend treatments that are clinically appropriate and in your best interests, based on available medical evidence, your personal circumstances and regulatory requirements.

7.8 Withdrawal of Treatment for Safety or Legal Reasons

7.8.1 If it becomes unsafe, unlawful or clinically inappropriate to continue treatment, we may need to pause or withdraw treatment in line with Section 4.4. When this happens, we will always explain the reasons to you clearly and sensitively.



8. Your Responsibility

As a patient receiving Consultations Services at a HFEA licensed fertility centre, you have certain responsibilities which help ensure that your care is safe, lawful and effective. These responsibilities are consistent with guidance from the HFEA and the Care Quality Commission (CQC).

- 8.1 Provide accurate, complete and honest information about your medical history, fertility history, medications, and any relevant personal circumstances. This information is essential for safe and appropriate clinical decision-making.
- 8.2 Keep us informed of any changes to your health, personal circumstances, contact details (including postal address, email address and telephone number), or legal status that may affect your treatment, consent, or eligibility for storage or use of gametes or embryos.
- 8.3 Respond promptly to communications from us, particularly where we are seeking your instructions or payment in relation to cryostorage. If we are unable to contact you despite reasonable attempts, this may have legal consequences for the continued storage of your eggs, sperm or embryos, as explained in Section 6.
- 8.4 Engage fully with the consent process, including reading information provided to you, asking questions where needed, and ensuring that any consents you give are informed, accurate and kept up to date.
- 8.5 Attend appointments as arranged, or give reasonable notice if you need to cancel or reschedule. Missed or late appointments may affect your treatment timeline, clinical planning and outcomes.
- 8.6 Pay all fees when due, including Treatment Fees and any ongoing cryostorage fees, in accordance with your Costed Treatment Plan, the Aria Price List and these Terms and Conditions. Where treatment or storage is undertaken jointly with a partner, financial responsibility may be joint and severally liable, as explained in Cryostorage Terms.
- 8.7 Follow clinical advice and treatment instructions that are essential for your safety and the effectiveness of treatment, including medication instructions, monitoring requirements and recommended tests or procedures.
- 8.8 Treat staff and other patients with respect, and behave in a way that does not compromise the safety, dignity or wellbeing of others.
- 8.9 Comply with all applicable laws and regulatory requirements in the UK, and in any other location from which you access our Services. If any law applicable to you restricts or prohibits your ability to receive treatment, store gametes or embryos, or use our Services, you must comply with those legal requirements and inform us immediately.

Failure to meet these responsibilities may limit or delay the treatment or storage we are able to provide, or, in some circumstances, may result in treatment or storage being paused or withdrawn in accordance with these Terms and Conditions.

9. Our Responsibility for Loss or Damage Suffered by You

This section explains when we may be legally responsible for loss or damage and when we are not. Nothing in this section affects your statutory rights as a patient or consumer.

- 9.1 What we do not limit or exclude
 - 9.1.1 We do not limit or exclude our liability where the law does not allow us to do so. This includes responsibility for:
 - 9.1.1.1 death or personal injury caused by our negligence;
 - 9.1.1.2 fraud or fraudulent misrepresentation; and
 - 9.1.1.3 failure to provide the Treatment Services with reasonable care and skill.
- 9.2 When we may be responsible
 - 9.2.1 We may be responsible for loss or damage you suffer if we fail to provide the Treatment Services with reasonable care and skill, or otherwise breach this agreement, and that failure causes you loss.
 - 9.2.2 We are only responsible for losses that were reasonably foreseeable as a result of our failure to provide the Treatment Services with reasonable care and skill or our breach of this agreement. A loss is foreseeable if it would be



an obvious result of that failure, or if both you and we were aware, at the time this agreement was entered into, that such a loss might arise from that failure.

9.2.3 The fact that a risk, limitation, complication or possible outcome has been explained or discussed with you does not mean that we accept responsibility for that outcome where we have provided the Treatment Services with reasonable care and skill and in accordance with this agreement. The occurrence of a known or explained risk does not, by itself, amount to a failure or breach on our part.

9.2.4 For the avoidance of doubt, poor outcomes, lack of success, cycle cancellation, treatment withdrawal for clinical reasons, fertilisation failure, implantation failure, pregnancy loss, side effects of medication, or the materialisation of known or explained risks do not constitute loss or damage for which we are responsible where the Treatment Services have been provided with reasonable care and skill.

9.3 What we are not responsible for

9.3.1 We are not responsible for:

9.3.1.1 loss or damage that was not reasonably foreseeable;

9.3.1.2 loss or damage caused by your own actions, including where you do not follow clinical, medication or administrative instructions or where you provide incomplete, inaccurate or misleading information;

9.3.1.3 loss or damage caused by events outside our reasonable control, including unavoidable delays, equipment or laboratory failure, supply chain disruption, third-party system failures, or regulatory or legal restrictions; or

9.3.1.4 indirect or consequential losses, including loss of income, loss of opportunity, emotional distress or disappointment, unless the law requires otherwise.

9.4 Limits on our liability

9.4.1 We do not limit or exclude liability for anything the law says we must remain responsible for (such as death, personal injury or fraud). In all other cases, and only where the law allows us to do so, our total liability to you shall be limited to the amount you have paid to us for the Treatment Services that relate to the claim.

9.4.2 This means that, in most cases, we are not responsible for losses that go beyond the value of the Treatment Fees paid.

9.5 Digital services and your devices

9.5.1 If you access our services using your own computer, phone or other device, you do so at your own risk. We are not responsible for damage to your devices or loss of data unless this is caused by our failure to use reasonable care and skill.

10. Data Protection and How We Use Your Personal Information

10.1 How we use your personal information

10.1.1 Any personal information you provide to us - whether through our website, in person, on registration or information forms, during consultations, over the telephone, by email, or otherwise – will be processed in accordance with our Privacy Policy, which is supplied with these Terms where applicable and is available at <https://ariafertility.co.uk/our-legal-terms/>

10.2 We process your personal data to enable us to:

10.2.1.1 Provide safe, effective and lawful fertility treatment and related services;

10.2.1.2 Meet our legal, regulatory and professional obligations, including those under the Human Fertilisation and Embryology Act, HFEA Code of Practice, CQC requirements, and other applicable healthcare laws;

10.2.1.3 Communicate with you about your treatment, appointments, payments, consent, storage and aftercare;

10.2.1.4 Maintain accurate medical records and ensure continuity of care;



- 10.2.1.5 Handle complaints, incidents, safeguarding matters or legal claims;
- 10.2.1.6 Improve our services and comply with audit, quality and governance requirements.

10.3 Lawful bases for processing

10.3.1 We process your personal data under one or more lawful bases set out in UK data protection law, including:

- 10.3.1.1 Performance of a contract (to provide treatment and related services);
- 10.3.1.2 Compliance with legal obligations (including regulatory and record-keeping duties);
- 10.3.1.3 Vital interests (where necessary to protect your health or life);
- 10.3.1.4 Public interest in the area of public health;
- 10.3.1.5 Your explicit consent, where required (particularly for special category health data);
- 10.3.1.6 Legitimate interests, where appropriate and balanced against your rights.

10.4 Special category and health data

10.4.1 Fertility treatment requires us to process special category personal data, including health, genetic and reproductive information. We apply enhanced safeguards to protect this information and process it only where permitted by law and professional guidance.

10.5 Sharing your information

10.5.1 We may share your personal information where necessary with:

- Members of our clinical, embryology and administrative teams;
- Regulatory bodies such as the HFEA, CQC, or other authorities where legally required;
- Laboratories, pharmacies or other healthcare providers involved in your care;
- Professional advisers, insurers or legal representatives where necessary;
- Third-party service providers who support our IT, records management or payment systems.

All third parties are required to protect your data and use it only for authorised purposes.

10.6 Data retention

10.6.1 We retain personal data only for as long as required by law, regulation and professional guidance, including HFEA record-keeping requirements. Retention periods are set out in our Privacy Policy.

10.7 Your data protection rights

10.7.1 You have rights under UK data protection law, including the right to:

- 10.7.1.1 Access your personal data;
- 10.7.1.2 Request correction of inaccurate data;
- 10.7.1.3 Request erasure or restriction of processing in certain circumstances;
- 10.7.1.4 Object to certain types of processing;
- 10.7.1.5 Data portability, where applicable;
- 10.7.1.6 Withdraw consent where processing is based on consent.

10.7.2 Details of how to exercise these rights are set out in our Privacy Policy.

10.8 Data security

We use appropriate technical and organisational measures to protect your personal data against unauthorised access, loss, misuse or disclosure.

10.9 Further information

For full details of how we collect, use, store and protect your personal data, please refer to our Privacy Policy at:

<https://ariafertility.co.uk/our-legal-terms/>



11. If There is a Problem With The Services

- 11.1 We are committed to providing a high-quality fertility service. If you have any questions, concerns or complaints about the Services you receive, we encourage you to raise them with us as soon as possible.
- 11.2 Concerns may be raised verbally with a member of staff or submitted as a formal written complaint. We will investigate all complaints fairly, confidentially and in accordance with our Complaints Procedure, which sets out how complaints are acknowledged, investigated and responded to.
- 11.3 Our Complaints Procedure is available on request and is also available at: <https://ariafertility.co.uk/our-legal-terms/>
- 11.4 We aim to acknowledge and respond to complaints within the timeframes set out in our Complaints Procedure. Making a complaint will not affect your ongoing care or treatment.
- 11.5 If you remain dissatisfied after completing our complaints process, you may contact the Human Fertilisation and Embryology Authority (HFEA), the independent regulator of fertility clinics in England:
Email: enquiriesteam@hfea.gov.uk
Telephone: +44 (0)207 291 8200

12. Force Majeure

- 12.1 We will not be liable for any delay in performing, or failure to perform, any of our obligations under this agreement where such delay or failure results from events or circumstances beyond our reasonable control (a Force Majeure Event).
- 12.2 A Force Majeure Event includes, but is not limited to:
 - 12.2.1 acts of God, natural disasters, extreme weather events, floods, fire, earthquake or other natural catastrophes;
 - 12.2.2 war (whether declared or not), armed conflict, terrorism, civil unrest, riot, insurrection or acts of sabotage;
 - 12.2.3 epidemic, pandemic, public health emergency or outbreak of infectious disease;
 - 12.2.4 acts or omissions of government, public health authorities, regulators or courts, including changes in law, regulation, guidance, licensing conditions or mandatory closure;
 - 12.2.5 failure or interruption of utilities, transport networks, communications systems, IT systems or laboratory infrastructure;
 - 12.2.6 shortage, delay or failure in the supply of medicines, medical products, laboratory consumables, donor material or other essential supplies;
 - 12.2.7 industrial action, strikes, lockouts or labour disputes not involving our own staff;
 - 12.2.8 any other event or circumstance which we could not reasonably have anticipated or avoided and which prevents or materially restricts the provision of treatment or related services.
- 12.3 Where a Force Majeure Event occurs, we will take reasonable steps to minimise disruption and, where possible, resume treatment as soon as it is safe and lawful to do so. We will not be responsible for any loss, delay or disruption caused by a Force Majeure Event.
- 12.4 If a Force Majeure Event continues for a period of more than 90 days and makes it impossible or unlawful to continue providing treatment, we may terminate this agreement by written notice. Termination under this section will not affect any rights or obligations accrued prior to termination, including payment for services already provided, and refunds (if any) will be dealt with in accordance with Refunds and Cancellation Terms.

13. Other Important Terms

- 13.1 Transfer of Rights
 - 13.1.1 We may transfer our rights and obligations under this agreement to another organisation. If this happens, we will notify you in writing. If you reasonably believe that the transfer may adversely affect your rights under this agreement, you may end the agreement by giving us written notice.



13.2 Third Party Rights

13.2.1 This agreement is between you and us. No other person shall have any rights to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

13.3 Severability

13.3.1 Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any provision (or part of a provision) is unlawful, invalid or unenforceable, that provision (or part) shall be deemed severed from the agreement, and the remaining provisions shall remain in full force and effect.

13.4 Governing Law and Jurisdiction

13.4.1 These Terms and Conditions are governed by English law. You and we both agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or the Services.

13.5 Waiver

13.5.1 This section explains that being flexible in one situation does not remove our right to apply these Terms and Conditions in the future.

13.5.2 Sometimes we may choose not to enforce a particular requirement straight away, or we may allow flexibility in how these Terms and Conditions are applied. This does not mean that we have given up our right to enforce those terms later.

13.5.3 We will only be treated as having given up ("waived") a right if we clearly confirm this in writing. Any such waiver will apply only to the specific situation it relates to and will not prevent us from enforcing the same or any other right in the future.

13.6 Changes to This Agreement

13.6.1 Each time you enter into treatment with us, the Terms and Conditions in force at that time will apply to that treatment.

13.6.2 We will not change the Terms and Conditions that apply to an existing treatment agreement unless we are legally allowed to do so and you are given appropriate notice. Where the law requires your agreement to a change, we will not apply that change unless and until you have agreed to it in writing.

14. Acceptance

14.1 By proceeding with the agreed Treatment Services, you confirm that you:

14.1.1 understand and agree to these Terms and Conditions and agree to be bound by them;

14.1.2 have voluntarily chosen to participate in the treatment;

14.1.3 have had the opportunity to ask questions and receive explanations where needed; and

14.1.4 have been provided with the information you need to make an informed decision about proceeding with treatment.